

IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI

MNG 2005, INC., a Missouri Corporation,)	
)	
Plaintiff,)	
)	Cause No.
vs.)	
)	Division
PAYMENTECH, LLC,)	
)	
Serve: CT Corporation Systems, Registered Agent)	
120 South Central Avenue, 4 th Floor)	
St. Louis, MO 63105)	
(St. Louis County, Missouri))	
)	
Defendant.)	

PETITION FOR DAMAGES

COMES NOW Plaintiff, MNG 2005, INC., by and through its attorney, Nathan S. Cohen, and for its Petition for Damages against Defendant, PAYMENTECH, LLC, states to the court as follows:

1. That Plaintiff is a corporation doing business in the State of Missouri and existing by virtue of law that has its corporate residence in the State of Texas.
2. Defendant is a credit card processing company doing business in the State of Missouri existing by virtue of law.

COUNT I - BREACH OF CONTRACT

3. On about March 30, 2018, Plaintiff and Defendant entered into a Merchant Agreement and Application for the processing of card payments to Plaintiff from its online customers.
4. On May 1, 2018, Defendant terminated Plaintiff's merchant account and stopped processing its payment card transactions, purportedly due to a violation by Plaintiff of the merchant agreement.

**EXHIBIT
A**

5. In doing so, and in violation of the rights of Plaintiff, Defendant withheld, and continues to withhold, fees earned by Plaintiff from online sales in an amount in excess of \$66,500.00.

6. Further, on about June 21, 2018, Defendant attempted to remove an additional \$25,000.00 from the merchant account of Plaintiff for a purported “non-compliance fee.”

7. Demand has been made by Plaintiff upon Defendant to turn over the funds belonging to Plaintiff.

8. Defendant has withheld payment from Plaintiff, depriving Plaintiff of income without due process of law or appropriate investigation, and in breach of Defendant’s contract with Plaintiff.

9. Defendant is in breach of its contract with Plaintiff, and Plaintiff has been damages and its rights violated in an amount in excess of \$66,500.00, and in a total of damages which can be undetermined at this time.

10. Plaintiff has been caused to incur attorney’s fees and costs, which continue to accrue, in prosecuting this action, which said fees should be payable by Defendant.

WHEREFORE, Plaintiff prays for judgment against Defendant on Count I of its petition in an amount in excess of \$66,500.00 for its breach of contract, for damages in excess of \$25,000.00, for an award of Plaintiff’s attorney’s fees and costs herein incurred payable by Defendant, and for such other and further orders this court deems just and proper in the premises.

COUNT II - LIBEL

COMES NOW Plaintiff, by and through counsel and for Count II of its petition against Defendants, states as follows:

11. Plaintiff restates and realleges each and every averment contained in paragraphs 1 through 10 of its petition as if more fully set forth hereafter.

12. Upon terminating Plaintiff's merchant account, Defendant made false claims that Plaintiff is engaged in the sale of marijuana and/or illegal products.

13. Plaintiff is engaged in lawful sales activities, selling products on the internet in compliance with state and federal laws, and products that are commonly found online at Amazon, Target, and other online superstores.

14. The assertion by Defendant that Plaintiff is engaged in illegal activity is actionable for the reason that Plaintiff enjoys a good reputation in the community, which consists of his customers and suppliers and vendors, and that the statement and assertion made by Defendant about Plaintiff's business is false, without merit, conclusory without proper investigation, and libelous.

15. Defendant's assertions and statements about Plaintiff were published.

16. Defendant's assertions and statements about Plaintiff are defamatory.

17. Plaintiff has been damaged by Defendant's actions, assertions and statements and has been caused to incur attorney's fees and costs, which continue to accrue, in prosecuting this action, which said fees should be payable by Defendant

WHEREFORE, Plaintiff prays for judgment against Defendant on Count II of its petition for damages for libel in an amount that is fair and reasonable and in excess of \$25,000.00, for Plaintiff's attorney's fees and costs incurred herein payable by Defendant, and for such other and further orders this court deems just and proper in the premises.

COUNT III – CONVERSION

COMES NOW Plaintiff, by and through counsel, and for Count III of its petition against Defendants, states as follows:

18. Plaintiff restates and realleges each and every averment contained in paragraphs 1 through 17 of its petition as if more fully set forth hereafter.

19. That Defendant has withheld, without right or permission, funds belonging to Plaintiff in excess of \$66,500.00.

20. Defendant is responsible for conversion.

WHEREFORE, Plaintiff prays for an order of this court awarding Plaintiff \$66,500.00, plus attorney's fees and costs, and damages in excess of \$25,000.00 for unlawful conversion, and for such other and further orders this court deems just and proper in the premises.

LAW OFFICE OF NATHAN S. COHEN

BY: /s/ Nathan S. Cohen
Nathan S. Cohen, #36072
Attorney for Plaintiff
210 South Bemiston Avenue
St. Louis, MO 63105
(314) 727-6088 - Telephone
(314) 727-6081 - Facsimile
nathan@nathanscohen.com

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120 South Central Avenue, 4 th Floor)	
St. Louis, MO 63105)	
(St. Louis County, Missouri))	
)	
Defendant.)	

MOTION FOR TEMPORARY RESTRAINING ORDER

COMES NOW Plaintiff, MNG 2005, INC., by and through counsel, and for its Motion for Temporary Restraining Order, states to the court as follows:

1. That Plaintiff is a corporation doing business in the State of Missouri and existing by virtue of law that has its corporate residence in the State of Texas.
2. Defendant is a credit card processing company doing business in the State of Missouri existing by virtue of law.
3. On about March 30, 2018, Plaintiff and Defendant entered into a Merchant Agreement and Application for the processing of card payments to Plaintiff from its online customers.
4. On May 1, 2018, Defendant terminated Plaintiff's merchant account and stopped processing its payment card transactions, purportedly due to a violation by Plaintiff of the merchant agreement.

5. In doing so, and in violation of the rights of Plaintiff, Defendant withheld, and continues to withhold, fees earned by Plaintiff from online sales in an amount in excess of \$66,500.00.

6. Further, on about June 21, 2018, Defendant attempted to remove an additional \$25,000.00 from the merchant account of Plaintiff for a purported “non-compliance fee.”

7. Demand has been made by Plaintiff upon Defendant to turn over the funds belonging to Plaintiff.

8. Defendant has further made a false claim that Plaintiff is engaged in the sale of marijuana and has denied Plaintiff the funds belonging to Plaintiff and withheld by Defendant.

9. Plaintiff is engaged in lawful sales activities, selling products on the internet in compliance with state and federal laws, and products that are commonly found online at Amazon, Target, and other online superstores.

10. The assertion by Defendant that Plaintiff is engaged in illegal activity is actionable for the reason that Plaintiff enjoys a good reputation in the community, which consists of his customers and suppliers and vendors, and that the statement and assertion made by Defendant about Plaintiff’s business is false, without merit, conclusory without proper investigation, and libelous.

11. Defendant has withheld payment from Plaintiff, depriving Plaintiff of income without due process of law or appropriate investigation.

12. Defendant’s assertions and statements about Plaintiff were published.

13. Defendant’s assertions and statements about Plaintiff are defamatory.

14. Defendant is responsible for conversion.

15. Plaintiff faces an imminent risk of irreparable harm unless the court grants a temporary restraining order, enjoining and restraining Defendant from making false and defamatory statements about Plaintiff that Plaintiff is engaged in criminal behavior, and further restraining Defendant from withholding funds from Plaintiff and from attempting to remove any further funds from the account of Plaintiff until further order of this court, and that Defendant immediately returning to Plaintiff the funds earned by Plaintiff for products sold and withheld by Defendant in excess of \$66,500.00.

16. Plaintiff has no adequate remedy at law unless this court grants a temporary restraining order restraining Defendant from making false and defamatory statements about Plaintiff that Plaintiff is engaged in criminal behavior, and further restraining Defendant from withholding funds from Plaintiff and immediately returning to Plaintiff the funds earned by Plaintiff for products sold and withheld by Defendant in excess of \$66,500.00 until further order of this court.

WHEREFORE, Plaintiff prays for an Order and Judgment of this Court granting a Temporary Restraining Order restraining Defendant from making false and defamatory statements about Plaintiff that Plaintiff is engaged in criminal behavior, and further restraining Defendant from withholding funds from Plaintiff and from attempting to remove any further funds from the account of Plaintiff until further order of this court, and ordering that Defendant immediately returning to Plaintiff the funds earned by Plaintiff for products sold and withheld by Defendant in excess of \$66,500.00, and for such other and further orders this court deems just and proper in the premises, including, but not limited to, an award of Plaintiff's attorney's fees and costs incurred herein.

[Remainder of Page Intentionally Blank].

David Palatnik
DAVID PALATNIK, President and Owner of MNG
2005, Inc.

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

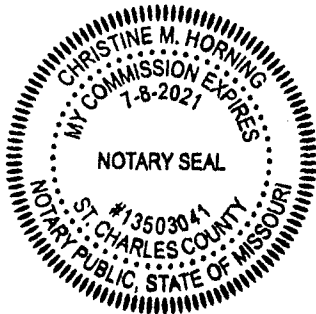
DAVID PALATNIK, being of lawful age, after being duly sworn, states that affiant has read the foregoing, and that the facts contained therein are true and correct according to affiant's best knowledge, information and belief.

David Palatnik
DAVID PALATNIK, Affiant

2018 SUBSCRIBED AND SWORN to before me, this 26 day of June,

Christine M. Horning
Notary Public

My Commission Expires: 7/8/21



LAW OFFICE OF NATHAN S. COHEN

BY: /s/ Nathan S. Cohen
Nathan S. Cohen, #36072
Attorney for Plaintiff
210 South Bemiston Avenue
St. Louis, MO 63105
(314) 727-6088 - Telephone
(314) 727-6081 - Facsimile
nathan@nathanscohen.com

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Serve: CT Corporation Systems, Registered Agent)	
120 South Central Avenue, 4 th Floor)	
St. Louis, MO 63105)	
(St. Louis County, Missouri))	
)	
Defendant.)	

NOTICE PURSUANT TO 92.02(a)

COMES NOW Plaintiff, MNG 2005, INC., by and through counsel, and states to the court the following:

1. That Plaintiff seeks a Temporary Restraining Order in this matter.
2. That notice of Plaintiff's request for a temporary restraining order and that Plaintiff will present its request for temporary restraining order to the court on Wednesday, July 27, 2018 at 10:00 a.m. is given to Defendant pursuant to Rule 92.02(a) by service upon Defendant via electronic mail at ccso.dallas.risk@chasepaymenttech.com, with a copy via First Class U.S. Mail, postage pre-paid, to Defendant, by and through its registered agent, CT Corporation Systems, 120 South Central Avenue, 4th Floor, St. Louis, MO 63105.

WHEREFORE, Petitioner prays that, following notice given pursuant to 92.02(a) as indicated above, this Court enter its Temporary Restraining Order in conformity thereof and schedule Plaintiff's request for temporary restraining order for hearing pursuant to court rule, and for such other and further Orders as this Court deems just and proper in the premises.

LAW OFFICE OF NATHAN S. COHEN

BY: /s/ Nathan S. Cohen
Nathan S. Cohen, #36072
Attorney for Plaintiff
210 South Bemiston Avenue
St. Louis, MO 63105
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120 South Central Avenue, 4 th Floor)	
St. Louis, MO 63105)	
(St. Louis County, Missouri))	
)	
Defendant.)	

ORDER GRANTING TEMPORARY RESTRAINING ORDER

WHEREAS, Plaintiff is a corporation doing business in the State of Missouri and existing by virtue of law that has its corporate residence in the State of Texas;

WHEREAS, Defendant is a credit card processing company doing business in the State of Missouri existing by virtue of law;

WHEREAS, on about March 30, 2018, Plaintiff and Defendant entered into a Merchant Agreement and Application for the processing of card payments to Plaintiff from its online customers;

WHEREAS, on May 1, 2018, Defendant terminated Plaintiff's merchant account and stopped processing its payment card transactions, purportedly due to a violation by Plaintiff of the merchant agreement;

WHEREAS, in doing so, and in violation of the rights of Plaintiff, Defendant withheld, and continues to withhold, fees earned by Plaintiff from online sales in an amount in excess of \$66,500.00;

WHEREAS, on about June 21, 2018, Defendant attempted to remove an additional \$25,000.00 from the merchant account of Plaintiff for a purported “non-compliance fee”;

WHEREAS, demand has been made by Plaintiff upon Defendant to turn over the funds belonging to Plaintiff;

WHEREAS, Defendant has further made a false claim that Plaintiff is engaged in the sale of marijuana and has denied Plaintiff the funds belonging to Plaintiff and withheld by Defendant;

WHEREAS, Plaintiff is engaged in lawful sales activities, selling products on the internet in compliance with state and federal laws, and products that are commonly found online at Amazon, Target, and other online superstores;

WHEREAS, the assertion by Defendant that Plaintiff is engaged in illegal activity is actionable for the reason that Plaintiff enjoys a good reputation in the community, which consists of his customers and suppliers and vendors, and that the statement and assertion made by Defendant about Plaintiff’s business is false, without merit, conclusory without proper investigation, and libelous;

WHEREAS, Defendant has withheld payment from Plaintiff, depriving Plaintiff of income without due process of law or appropriate investigation;

WHEREAS, Defendant’s assertions and statements about Plaintiff were published;

WHEREAS, Defendant’s assertions and statements about Plaintiff are defamatory;

WHEREAS, Defendant is responsible for conversion;

WHEREAS, Plaintiff faces an imminent risk of irreparable harm unless the court grants a temporary restraining order, enjoining and restraining Defendant from making false and defamatory statements about Plaintiff that Plaintiff is engaged in criminal behavior, and further restraining

Defendant from withholding funds from Plaintiff and from attempting to remove any further funds from the account of Plaintiff until further order of this court, and that Defendant immediately returning to Plaintiff the funds earned by Plaintiff for products sold and withheld by Defendant in excess of \$66,500.00;

WHEREAS, Plaintiff has no adequate remedy at law unless this court grants a temporary restraining order restraining Defendant from making false and defamatory statements about Plaintiff that Plaintiff is engaged in criminal behavior, and further restraining Defendant from withholding funds from Plaintiff and immediately returning to Plaintiff the funds earned by Plaintiff for products sold and withheld by Defendant in excess of \$66,500.00 until further order of this court.

WHEREFORE, the Court, being duly advised of the premises as set forth in Plaintiff's Motion for Temporary Restraining Order, does now grant Plaintiff's request for Temporary Restraining Order and orders that Defendant be restrained and enjoined from making false and defamatory statements about Plaintiff that Plaintiff is engaged in criminal behavior, and further restraining Defendant from withholding funds from Plaintiff and from attempting to remove any further funds from the account of Plaintiff until further order of this court; and that Plaintiff be awarded its attorney's fees and costs incurred herein and payable by Defendant.

Cause set for full hearing on Plaintiffs' application and request for a permanent injunction on _____, 2018 at _____ in Division ____ of the St. Louis County Circuit Court.

Bond is set at \$ _____.

SO ORDERED: _____

DATE: _____

Case Number (For Court Use Only) _____

CONFIDENTIAL CASE FILING INFORMATION SHEET – NON-DOMESTIC RELATIONS**INSTRUCTIONS:**

- ✓ Complete this form for all parties known at the time of filing. Provide the most appropriate Case Type and Party Type codes and descriptions. (Found on the Case Types List and Party Types List at www.courts.mo.gov on the Court Forms/Filing Information page.)

- ✓ If additional space is needed, complete additional Confidential Case Filing Information Sheets.

NOTE: The full Social Security Number (SSN) is **required** pursuant to Missouri Supreme Court Operating Rule 4 if the party is a person; exception can only be granted if the information is not reasonably available. **This is a confidential record due to the SSN and possible confidential addresses. However, this information is used to open a case in the Missouri State Courts Automated Case Management System. Cases deemed public under Missouri Revised Statutes can be accessed through Case.net. The day and month of birth, SSN, and confidential addresses are NOT provided to the public through Case.net access.**

Filing Date: June 26, 2018 County/City of St. Louis: St. Louis County

Style of Case: MNG 2005 Inc. vs. Paymentech, LLC
(i.e., In the Estate of; In the Matter of; Petitioner v. Respondent.)

Case Type Code: CA Case Type Description: Damages (Breach of Contract, Libel and Conversion)

Party Type Code: <u>PLT</u> Party Type Description: <u>Plaintiff</u> Name (if a person): (Last) _____ (First) _____ (Middle) _____ Organization (if non-person): <u>MNG 2005, Inc.</u> Address: <u>1380 Ferguson Avenue</u> City: <u>St. Louis</u> State: <u>MO</u> Zip: <u>63133</u> Contact Telephone Number: _____ DOB/DOD: _____ Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female SSN: _____ Attorney Name (if represented by counsel): <u>Nathan S. Cohen</u> Bar ID: <u>36072</u> Party Type Code: <u>APLT</u>
Party Type Code: <u>DEF</u> Party Type Description: <u>Defendant</u> Name (if a person): (Last) _____ (First) _____ (Middle) _____ Organization (if non-person): <u>Paymentech, LLC</u> Address: <u>c/o CT Corporation Systems, Registered Agent, 120 South Central Avenue, 4th Floor</u> City: <u>St. Louis</u> State: <u>MO</u> Zip: <u>63105</u> Contact Telephone Number: _____ DOB/DOD: _____ Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female SSN: _____ Attorney Name (if represented by counsel): _____ Bar ID: _____ Party Type Code: _____
Party Type Code: _____ Party Type Description: _____ Name (if a person): (Last) _____ (First) _____ (Middle) _____ Organization (if non-person): _____ Address: _____ City: _____ State: _____ Zip: _____ Contact Telephone Number: _____ DOB/DOD: _____ Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female SSN: _____ Attorney Name (if represented by counsel): _____ Bar ID: _____ Party Type Code: _____

Submitted by: Nathan S. Cohen Bar ID (required if attorney): 36072

Address (if not shown above): 210 South Berniston Avenue

City: St. Louis State: MO Zip: 63105

Phone: (314) 727-6088 Email Address: nathan@nathanscohen.com

***IMPORTANT:** It is the parties' responsibility to keep the court informed of any change of address or employment.*



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: DAVID L VINCENT III	Case Number: 18SL-CC02552
Plaintiff/Petitioner: MNG 2005, INC.	Plaintiff's/Petitioner's Attorney/Address NATHAN S COHEN 210 SOUTH BEMISTON CLAYTON, MO 63105
Defendant/Respondent: PAYMENTECH, LLC	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit: CC Breach of Contract	

(Date File Stamp)

Summons in Civil Case

The State of Missouri to: PAYMENTECH, LLC

Alias:

120 SOUTH CENTRAL AVENUE #400
ST. LOUIS, MO 63105

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

28-JUN-2018

Date

Further Information:
SM

Clerk

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person of the Defendant's/Respondent's family over the age of 15 years who permanently resides with the Defendant/Respondent.
- ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
- ☐ other _____.

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on _____ (date).

My commission expires: _____

Date

Notary Public

Sheriff's Fees, if applicable

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary \$ _____

Supplemental Surcharge \$ 10.00

Mileage \$ _____ (_____ miles @ \$._____ per mile)

Total \$ _____

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

Your Rights and Obligations in Court Are Not Affected By This Notice

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

Alternative Dispute Resolution Procedures

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the “neutral,” who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

(1) Advisory Arbitration: A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator’s decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

(2) Mediation: A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

CCADM73

(3) Early Neutral Evaluation (“ENE”): A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

(4) Mini-Trial: A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

(5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the “trial”, the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 7900 Carondelet Avenue, 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

CCADM73

In the
CIRCUIT COURT
 Of St. Louis County, Missouri



For File Stamp Only

MNG 2005, INC.
 Plaintiff/Petitioner

June 26, 2018
 Date

vs.

PAYMENTECH, LLC
 Defendant/Respondent

Case Number

Division

REQUEST FOR APPOINTMENT OF PROCESS SERVER

Comes now Plaintiff, pursuant
 Requesting Party

to Local Rule 28, and at his/her/its own risk requests the appointment of the Circuit Clerk of
Curtis Martin or Dave Conder, STL Investigations, 10 Amber Meadows, O'Fallon, MO; 636-485-0076
 Name of Process Server Address Telephone

Name of Process Server Address or in the Alternative Telephone

Name of Process Server Address or in the Alternative Telephone

Natural person(s) of lawful age to serve the summons and petition in this cause on the below
 named parties. This appointment as special process server does not include the authorization
 to carry a concealed weapon in the performance thereof.

SERVE:

Paymentech, LLC
 Name
c/o CT Corporation System, Registered Agent, 120 South Central Avenue, #400
 Address
St. Louis, MO 63105
 City/State/Zip

SERVE:

Name
 Address
 City/State/Zip

Appointed as requested:

JOAN M. GILMER, Circuit Clerk

By _____
 Deputy Clerk

Date

SERVE:

Name
 Address
 City/State/Zip

SERVE:

Name
 Address
 City/State/Zip

Nathan S. Cohen
 Signature of Attorney/Plaintiff/Petitioner
36072
 Bar No.
210 South Bemiston Avenue, St. Louis, MO 63105
 Address
(314) 727-6088 (314) 727-6081
 Phone No. Fax No.

IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
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Serve: CT Corporation Systems, Registered Agent)	
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St. Louis, MO 63105)	
(St. Louis County, Missouri))	
)	
Defendant.)	

NOTICE PURSUANT TO 92.02(a)

COMES NOW Plaintiff, MNG 2005, INC., by and through counsel, and states to the court the following:

1. That Plaintiff seeks a Temporary Restraining Order in this matter.
2. That notice of Plaintiff's request for a temporary restraining order and that Plaintiff will present its request for temporary restraining order to the court on Monday, July 2, 2018 at 9:00 a.m. is given to Defendant pursuant to Rule 92.02(a) by service upon Defendant through its registered agent, CT Corporation Systems, 120 South Central Avenue, 4th Floor, St. Louis, MO 63105.

WHEREFORE, Petitioner prays that, following notice given pursuant to 92.02(a) as indicated above, this Court enter its Temporary Restraining Order in conformity thereof and schedule Plaintiff's request for temporary restraining order for hearing pursuant to court rule, and for such other and further Orders as this Court deems just and proper in the premises.

LAW OFFICE OF NATHAN S. COHEN

BY: /s/ Nathan S. Cohen
Nathan S. Cohen, #36072
Attorney for Plaintiff
210 South Bemiston Avenue
St. Louis, MO 63105
(314) 727-6088 - Telephone
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nathan@nathanscohen.com

IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI

MNG 2005, INC., a Missouri Corporation,)

Plaintiff,)

vs.)

PAYMENTECH, LLC,)

Serve: CT Corporation Systems, Registered Agent)

120 South Central Avenue, 4th Floor)

St. Louis, MO 63105)

(St. Louis County, Missouri))

Defendant.)

Cause No.

Division 7

FILED

JUL 02 2018

JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

ORDER GRANTING TEMPORARY RESTRAINING ORDER

WHEREAS, Plaintiff is a corporation doing business in the State of Missouri and existing by virtue of law that has its corporate residence in the State of Texas;

WHEREAS, Defendant is a credit card processing company doing business in the State of Missouri existing by virtue of law;

WHEREAS, on about March 30, 2018, Plaintiff and Defendant entered into a Merchant Agreement and Application for the processing of card payments to Plaintiff from its online customers;

WHEREAS, on May 1, 2018, Defendant terminated Plaintiff's merchant account and stopped processing its payment card transactions, purportedly due to a violation by Plaintiff of the merchant agreement;

WHEREAS, in doing so, and in violation of the rights of Plaintiff, Defendant withheld, and continues to withhold, fees earned by Plaintiff from online sales in an amount in excess of \$66,500.00;

WHEREAS, on about June 21, 2018, Defendant attempted to remove an additional \$25,000.00 from the merchant account of Plaintiff for a purported “non-compliance fee”;

WHEREAS, demand has been made by Plaintiff upon Defendant to turn over the funds belonging to Plaintiff;

WHEREAS, Defendant has further made a false claim that Plaintiff is engaged in the sale of marijuana and has denied Plaintiff the funds belonging to Plaintiff and withheld by Defendant;

WHEREAS, Plaintiff is engaged in lawful sales activities, selling products on the internet in compliance with state and federal laws, and products that are commonly found online at Amazon, Target, and other online superstores;

WHEREAS, the assertion by Defendant that Plaintiff is engaged in illegal activity is actionable for the reason that Plaintiff enjoys a good reputation in the community, which consists of his customers and suppliers and vendors, and that the statement and assertion made by Defendant about Plaintiff’s business is false, without merit, conclusory without proper investigation, and libelous;

WHEREAS, Defendant has withheld payment from Plaintiff, depriving Plaintiff of income without due process of law or appropriate investigation;

WHEREAS, Defendant’s assertions and statements about Plaintiff were published;

WHEREAS, Defendant’s assertions and statements about Plaintiff are defamatory;

WHEREAS, Defendant is responsible for conversion;

WHEREAS, Plaintiff faces an imminent risk of irreparable harm unless the court grants a temporary restraining order, enjoining and restraining Defendant from making false and defamatory statements about Plaintiff that Plaintiff is engaged in criminal behavior, and further restraining

Defendant from withholding funds from Plaintiff and from attempting to remove any further funds from the account of Plaintiff until further order of this court, and that Defendant immediately returning to Plaintiff the funds earned by Plaintiff for products sold and withheld by Defendant in excess of \$66,500.00;

WHEREAS, Plaintiff has no adequate remedy at law unless this court grants a temporary restraining order restraining Defendant from making false and defamatory statements about Plaintiff that Plaintiff is engaged in criminal behavior, and further restraining Defendant from withholding funds from Plaintiff and immediately returning to Plaintiff the funds earned by Plaintiff for products sold and withheld by Defendant in excess of \$66,500.00 until further order of this court.

WHEREFORE, the Court, being duly advised of the premises as set forth in Plaintiff's Motion for Temporary Restraining Order, does now grant Plaintiff's request for Temporary Restraining Order and orders that Defendant be restrained and enjoined from making false and defamatory statements about Plaintiff that Plaintiff is engaged in criminal behavior, and further restraining Defendant from withholding funds from Plaintiff and from attempting to remove any further funds from the account of Plaintiff until further order of this court; and that Plaintiff be awarded its attorney's fees and costs incurred herein and payable by Defendant.

Cause set for full hearing on Plaintiffs' application and request for a permanent injunction on July 10, 2018 at 9:00am in Division 9 of the St. Louis County Circuit Court.

Bond is set at \$

SO ORDERED:

DATE:

1000 - Credit Card claim
[Signature]
7/2/18

In the

CIRCUIT COURT

Of St. Louis County, Missouri



RECEIVED AND FILED
CIRCUIT COURT OF
ST. LOUIS COUNTY
7

2018 JUL -2 AM 10:25

JOAN M. GILMER
CIRCUIT CLERK

MNG2005, Inc
Plaintiff

7/2/2018
Date

vs.

18SLCC02552
Cause No.

Paymentech LLC
Defendant

Division:

CASH PAYMENT IN AN INJUNCTION CASE

Comes now Nathan S. Cohen and hereby
deposits the sum of \$1000 (cash) (cashier check) as approved by the court.

Payment of these funds are in lieu of bond in an injunction or restraining order case as permitted by rule 92.02 (c). These funds are subject to the Jurisdiction of the court. The court may order these funds paid out to any party for attorney fees or damages as Justice may require.

Deposited by:

NATHAN S. COHEN
(print name)

[Signature]
(signature) MBE

Attorney For: Plaintiff

200 S Berniston
(address)

Clayton MO 63104
(city, zip)

314 727 6081
(telephone)

314 727 6081
(fax)

OFFICE OF THE CIRCUIT CLERK
 CIRCUIT COURT OF ST. LOUIS CO
 105 SOUTH CENTRAL AVENUE
 CLAYTON, MO 63105
 314-615-8035

Invoice No: 265601
 Date: 07/02/18

Page: 1

Customer No: 11
 Phone No:

NATHAN COHEN
 TRO BOND

Cust. Order #: 18SL-CC02552

Salesperson: #1 - CHERI

Product Code	Item Description	Qty	Unit Price	Amount
121	BOND INJ, TRO, SUPERSEDEA-CASE	1	1000.00	1000.00
Sub-Total:				1000.00
:				
Shipping:				0.00
Tax [0]:				EXEMPT *
Total:				1000.00
:				1000.00
Amount Paid:				1000.00
Amount Due:				0.00
Change:				0.00

T h a n k
 Y o u

IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI

MNG 2005, INC., a Missouri Corporation,)	
)	
Plaintiff,)	
)	Cause No. 18SL-CC02552
vs.)	
)	Division 9
PAYMENTECH, LLC,)	
)	
Defendant.)	

MEMORANDUM TO CLERK

COMES NOW Plaintiff, MNG 2005, INC., by and through counsel, and files its Server's Return in this cause of Plaintiff's Petition, Motion for Temporary Restraining Order, Notice Pursuant to 92.02(a), and proposed Order Granting Temporary Restraining Order upon Defendant, along with the cost bill for service, and requests said cost be taxed herein.

LAW OFFICE OF NATHAN S. COHEN

BY: /s/ Nathan S. Cohen
Nathan S. Cohen, #36072
Attorney for Plaintiff
210 South Bemiston Avenue
St. Louis, MO 63105
(314) 727-6088 - Telephone
(314) 727-6081 - Facsimile
nathan@nathanscohen.com

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing was electronically filed on July 2, 2018, with the Clerk of the Circuit Court by using the Missouri e-filing system, and that participants in the case who are registered users will be served by the system pursuant to Rule 103.08.

/s/ Nathan S. Cohen

In the
CIRCUIT COURT
 of St. Louis County, Missouri



For File Stamp Only

MNG 2005, Inc
 Plaintiff(s)

vs.

Paymentech LLC
 Defendant(s)

7-10-18
 Date

18SLCC 02552
 Case Number

9
 Division

FILED

JUL 10 2018

JOAN M. GILMER
 CIRCUIT CLERK, ST. LOUIS COUNTY

Order

Plaintiff's appears by counsel, Defendant fails to appear.

The Temporary Restraining order judgment entered on 7-2-18 is continued in full force and effect to 7-31-18 @ 9:00 PM.

Defendant is ordered to deposit the sum of \$66,500.00 into the registry of the court within 7 days. By depositing said sum, no waiver of rights or claims or defenses will occur.

SO ORDERED

David V. ...
 Judge

ENTERED:

7/10/18
 (Date)

AA SLOK
 Attorney Bar No.

2105 Beniston
 Address

St Louis MO 63108
 Phone No. Fax No.

Attorney Bar No.

Address

Phone No. Fax No.

In the

CIRCUIT COURT

of St. Louis County, Missouri



For File Stamp Only

MNG 2005, Inc

Plaintiff(s)

vs.

Paymentech LLC

Defendant(s)

Date

Case Number

Division

7-10-18

18SLCC 02552

FILED

JUL 10 2018

JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTYOrder

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SO ORDERED

Judge

ENTERED:

7/10/18

(Date)

Attorney

Bar No.

2105 Beniston

Address

St Louis MO 63108

Phone No.

Fax No.

Attorney

Bar No.

Address

Phone No.

Fax No.